004270-13 ✓

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Laserform

A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online. Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08.

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record **Do not send the original.**

THURSDAY

L44IEVHN
LD2 02/04/2015 #118
COMPANIES HOUSE

For official use 2

→ **Filing in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 7 4 6 8 0 1 4
Company name in full	ALBA GROUP EUROPE PLC

2 Charge creation date

Charge creation date	d 2 d 7 m 0 m 3 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	UniCredit Luxembourg S A 8-10 rue Jean Monnet
	L-2180 Luxembourg (as Original Pledgee and Security Agent for Secured Parties)
Name	Bank of China Limited Zweigniederlassung Frankfurt am Main
	Bockenheimer Landstrasse 24 60323 Frankfurt am Main Germany (as Original Pledgee)
Name	Commerzbank Aktiengesellschaft, Großkundencenter Region Ost
	Potsdamer Strasse 125, 10783, Berlin, Germany (as Original Pledgee)
Name	Deutsche Bank AG Filiale Deutschlandgeschaeft
	Unter den Linden 13-15, 10117, Berlin, Germany (as Original Pledgee)

If there are more than four names, please supply any four of these names then tick the statement below

[✓] I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

[✓] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

[✓] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

[✓] **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance Deutschland LLP X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name Adela Hardmeyer ref 41-40552151

Company name Clifford Chance Deutschland LLP

Address Mainzer Landstrasse 46

Post town Frankfurt am Main

County/Region

Postcode 6 0 3 2 5

Country Germany

DX

Telephone +496971993107

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- [✓] The company name and number match the information held on the public Register
- [✓] You have included a certified copy of the instrument with this form
- [✓] You have entered the date on which the charge was created
- [✓] You have shown the names of persons entitled to the charge
- [✓] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- [✓] You have given a description in Section 4, if appropriate
- [✓] You have signed the form
- [✓] You have enclosed the correct fee
- [✓] Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

PROFORMA

Company Number 07468014
Company Name ALBA GROUP EUROPE PLC
Contact Name/ Organisation Adéla Hardmeyer, Clifford Chance Deutschland LLP
Address Mainzer Landstrasse 46, Frankfurt am Main, 60325 Germany

The following details will need to be added to, amended or deleted from the Form MR01/~~LLMR01/MR08/LLMR08~~
Particulars of the charge to be added, amended or deleted (please tick as appropriate)

☐ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

✓ Persons entitled to the charge

☐ Description of property

☐ Fixed charge tick box (applies only to MR01/LLMR01)

☐ Floating charge tick box (applies only to MR01/LLMR01)

☐ Negative pledge tick box (applies only to MR01/LLMR01)

☐ Nature of the charge
(applies only to MR08/LL MR08)

☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

☐ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
  (applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
  (applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
  (applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
  (applies only to MR10/LL MR10)

Please give the instructions in the box below)

The name of a person entitled to the charge was incorrectly entered as Commerzbank Aktiengesselschaft This should have been Commerzbank Aktiengesellschaft

The name of another person entitled to the charge was incorrectly entered as Deutsche Bank AG Filiale Deutschlandgeschaeft This should have been Deutsche Bank AG Filiale Deutschlandgeschaft

LC

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7468014

Charge code: 0746 8014 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2015 and created by ALBA GROUP EUROPE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2015

Given at Companies House, Cardiff on 15th April 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

CLIFFORD
CHANCE

CLIFFORD CHANCE
DEUTSCHLAND LLP

We hereby certify that,
save for material redacted pursuant to s.859G of the Companies Act 2006,
this is a true copy of the original

Date 1 April 2015

Signed Clifford Chance Deutschland LLP
Clifford Chance
Mainzer Landstraße 46
60325 Frankfurt am Main, Frankfurt, Germany

Execution Version

ALBA PLC & CO. KGAA

as LP Pledgor 1

ALBA FINANCE PLC & CO. KGAA

as LP Pledgor 2

ALPSEE LTD.

as LP Pledgor 3

EIBSEE LTD.

as LP Pledgor 4

and

ALBA GROUP EUROPE PLC

as GP Pledgor

UNICREDIT LUXEMBOURG S.A.

as Security Agent and Pledgee

THE INSTITUTIONS NAMED HEREIN

as Pledgees

FURTHER JUNIOR PARTNERSHIP INTEREST PLEDGE AGREEMENT

(*weitere nachrangige Verpfandung Kommandit- und Komplementaranteile*)

relating to the interests in ALBA Group plc & Co KG

CLIFFORD CHANCE DEUTSCHLAND LLP IS A LIMITED LIABILITY PARTNERSHIP WITH REGISTERED OFFICE AT 10 UPPER BANK STREET, LONDON E14 5JJ, REGISTERED IN ENGLAND AND WALES UNDER OC393460 A BRANCH OFFICE OF THE PARTNERSHIP IS REGISTERED IN THE PARTNERSHIP REGISTER AT FRANKFURT AM MAIN LOCAL COURT UNDER PR 2189

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This **FURTHER JUNIOR PARTNERSHIP INTEREST PLEDGE AGREEMENT** (this "**Agreement**") is made on 27 March 2015

BETWEEN

(1) **ALBA plc & Co. KGaA**, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 132559 B (the "**LP Pledgor 1**");

(2) **ALBA Finance plc & Co. KGaA**, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRB 135295 B (the "**LP Pledgor 2**"),

(3) **Alpsee Ltd.**, registered as company No 07462733 with the registrar of companies for England and Wales (the "**LP Pledgor 3**"),

(4) **Eibsee Ltd.**, registered as company No 07462758 with the registrar of companies for England and Wales (the "**LP Pledgor 4**" and, together with the LP Pledgor 1, the LP Pledgor 2 and the LP Pledgor 3, the "**LP Pledgors**"),

(5) **ALBA Group Europe plc**, registered as company No 07468014 with the registrar of companies for England and Wales (the "**GP Pledgor**" and, together with the LP Pledgors, the "**Pledgors**" and each a "**Pledgor**"),

(6) **Bank of China Limited Zweigniederlassung Frankfurt am Main, Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgeschäft, HSH Nordbank AG, IKB Deutsche Industriebank AG, SEB AG** and **UniCredit Bank AG** in their capacity as mandated lead arrangers under the Facilities Agreement (as defined below) (the "**Mandated Lead Arrangers**"),

(7) **UniCredit Luxembourg S.A.** in its capacity as agent under the Facilities Agreement (as defined below),

(8) **UniCredit Luxembourg S.A.** in its capacity as security agent under the Facilities Agreement and the Intercreditor Agreement (each as defined below) (the "**Security Agent**"), and

(9) **the institutions listed in Schedule 1** (*List of Current Lenders*) hereto in their capacity as lenders, hedge counterparties and ancillary lenders under the Facilities Agreement (as defined below),

(the institutions named in (6) to (9) are hereinafter referred to as the "**Original Pledgees**")

WHEREAS

(A) Pursuant to a EUR 400,000,000 senior secured term loan and revolving credit facilities agreement dated 26 October 2012 between, *inter alios*, ALBA Group plc & Co KG as company, ALBA plc & Co KGaA, ALBA Finance plc & Co KGaA, Alpsee Ltd , Eibsee Ltd and ALBA Group Europe plc as parent obligors (the "**Parent Obligors**"), ALBA Group plc & Co KG as original borrower (the "**Existing Borrower**"), certain companies as original guarantors, Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgeschaft and UniCredit Bank AG as bookrunners and coordinating banks, Bank of China Limited Zweigniederlassung Frankfurt am Main,

Commerzbank Aktiengesellschaft, Deutsche Bank AG Filiale Deutschlandgeschaft, HSH Nordbank AG, IKB Deutsche Industriebank AG, SEB AG and UniCredit Bank AG as mandated lead arrangers, UniCredit Luxembourg S A. as agent and as security agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, in particular pursuant to an amendment and restatement agreement dated on or about 26 March 2015 (the "**Restructuring Amendment Agreement**") pursuant to which, *inter alia*, a restructuring facility in the amount of EUR 164,800,000 (the "**Restructuring Facility**") will be made available, the "**Facilities Agreement**"), certain lenders have agreed to grant certain facilities to the Existing Borrower and certain other entities which may accede to the Facilities Agreement as additional borrowers As at the date of this Agreement, the companies listed in Schedule 2 (*The Existing Guarantors*) hereto are "Guarantors" under the Facilities Agreement (the "**Existing Guarantors**")

(B) Pursuant to

(a) a partnership interest pledge agreement dated 26 October 2012 (the "**Existing Pledge Agreement 1**") and entered into between, *inter alios*, the Pledgors and the Security Agent and others as pledgees, the Pledgors (as defined in the Existing Pledge Agreement 1) have granted a pledge over their interests in the Company (as defined below) as security for the Pledgees' (as defined in the Existing Pledge Agreement 1) respective claims against the Obligors (as defined in the Existing Pledge Agreement 1) (or any of them) under or in connection with the Finance Documents (as defined in the Existing Pledge Agreement 1), and

(b) a junior partnership interest pledge agreement dated on or about the date hereof (the "**Existing Pledge Agreement 2**" and together with the Existing Pledge Agreement 1, the "**Existing Pledge Agreements**") and entered into between, *inter alios*, the Pledgors and the Security Agent and others as pledgees, the Pledgors (as defined in the Existing Pledge Agreement 2) have granted a pledge over their interests in the Company (as defined below) as security for the Pledgees' (as defined in the Existing Pledge Agreement 2) respective claims against the Obligors (as defined in the Existing Pledge Agreement 2) (or any of them) under or in connection with the Restructuring Facility (as defined in the Existing Pledge Agreement 2)

(such pledges collectively referred to as "**Existing Pledges**")

(C) As a precautionary matter, the Pledgors have agreed to grant a further pledge over their interests in the Company (as defined below) as security for the Pledgees' (as defined below) respective claims against the Obligors (as defined below) (or any of them) under or in connection with the Finance Documents (as defined below) (**other than** any claims against the Obligors (as defined below) (or any of them) under or in connection with the Restructuring Facility)

(D) The security created by or pursuant to this Agreement is to be administered by the Security Agent for and on behalf of the Pledgees pursuant to an intercreditor agreement dated 26 October 2012 between, *inter alios*, the Parent Obligors, the Agent, the Security Agent and others (as amended, varied, novated, supplemented, superseded or extended from time to time, the "**Intercreditor Agreement**")

NOW, IT IS AGREED as follows

1 DEFINITIONS AND LANGUAGE

1 1 Definitions

In this Agreement

"**Agent**" means UniCredit Luxembourg S A in its capacity as agent under the Facilities Agreement and any successor appointed as agent under the Facilities Agreement

"**Ancillary Lender**" means any Lender or any affiliate of a Lender that makes available any ancillary facility under the Finance Documents

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Luxembourg, Frankfurt am Main and Munich

"**Company**" means ALBA Group plc & Co KG, a limited partnership (*Kommanditgesellschaft*) organised under the laws of the Federal Republic of Germany having its business address at Knesebeckstraße 56-58, 10719 Berlin, Germany, which is registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg under HRA 36525 B

"**Current Lenders**" means the current lenders under the Facilities Agreement

"**Event of Default**" means any event of default (*Kundigungsgrund*) under the Facilities Agreement

"**Existing Facilities Agreement**" means the EUR 675,000,000 senior secured term loan and revolving credit facilities agreement dated 22 December 2010 between, *inter alios*, ALBA Group plc & Co KG (formerly Isabell Finance Vermogensverwaltungs GmbH & Co KG) as company, Commerzbank Aktiengesellschaft, Filiale Luxembourg as agent and Portigon AG (formerly WestLB AG) as security agent and others (as amended and/or restated from time to time)

"**Existing Interests**" means the LP Existing Interests and the GP Existing Interests

"**Finance Documents**" means the Facilities Agreement, the Restructuring Amendment Agreement, the Intercreditor Agreement, the Mandate Letter, any borrower and/or guarantor accession letter relating to the Facilities Agreement, any fee letters relating to the Facilities Agreement, any security documents relating to the Facilities Agreement, any Hedging Agreement, any documents relating to the ancillary facilities made available by any Ancillary Lender and any other document that may be entered into pursuant to any of the foregoing in relation to the Facilities Agreement

"**Finance Parties**" means the Lenders (including in their capacity as ancillary bank(s) and/or Hedge Counterparty under the Facilities Agreement), the Agent, the Security Agent, any Ancillary Lender, any Hedge Counterparty and any Mandated Lead Arranger

"**Future Interests**" means the LP Existing Interests and the GP Existing Interest in existence from time to time (including following an increase of the contribution (*Einlage*) in the capital of the Company)

"**Future Pledgee**" means any entity which may become a pledgee hereunder by way of (i) transfer of the Pledges by operation of law following the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of any part of the Secured Obligations from any Original Pledgee or Future Pledgee to such future pledgee and/or (ii) accession to this Agreement pursuant to sub-Clause 3 3 hereof as pledgee

"**GP Existing Interests**" has the meaning ascribed to such term in sub-Clause 2 2 hereof

"**Hedge Counterparty**" means any Lender or affiliate of any Lender provided it is or has become a party to the Intercreditor Agreement in its capacity as hedge counterparty

"**Hedging Agreement**" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Existing Borrower and/or any entity which may accede to the Facilities Agreement as an additional borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to

(a) the Facilities Agreement; or

(b) the Existing Facilities Agreement to the extent such master agreements, confirmations, schedules or other agreements continue to be in effect after the date of first utilisation under the Facilities Agreement (as amended and/or restated)

"**Interests**" means the Existing Interests and the Future Interests

"**Lenders**" means the Current Lenders and any entity which may become a lender under the Facilities Agreement in the future and "**Lender**" means any of them

"**LP Existing Interests**" has the meaning ascribed to such term in sub-Clause 2 1 hereof

"**Mandate Letter**" means the mandate letter relating to the Facilities Agreement dated 5 September 2012 between ALBA Group plc & Co KG and the Mandated Lead Arrangers

"**Obligors**" means the Existing Borrower, any entity which may accede to the Facilities Agreement as an additional borrower, the Parent Obligors, the Existing Guarantors and any entity which may accede to the Facilities Agreement as additional guarantor and an "**Obligor**" means any of them

"**Parallel Obligations**" means the independent obligations of any of the Obligors arising pursuant to the Facilities Agreement and/or the Intercreditor Agreement to pay to the Security Agent sums equal to the sums owed by such Obligor to the other Finance Parties (or any of them) under the Finance Documents (**other than** any obligations under or in connection with the Restructuring Facility)

"**Pledge**" and "**Pledges**" have the meanings given to such terms in sub-Clause 3 1

"**Pledgees**" means the Original Pledgees and the Future Pledgees, and "**Pledgee**" means any of them

"**Secured Obligations**" means any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Obligors (or any of them) to the Pledgees or any of them under or in connection with the Finance Documents (including, but not limited to the Parallel Obligations) (**other than** any obligations under or in connection with the Restructuring Facility) The Secured Obligations shall include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)

1 2 Construction

In this Agreement

1 2 1 Terms used but not defined in this Agreement have the meanings ascribed thereto in the Facilities Agreement, and

1 2 2 any reference in this Agreement to a "**Clause**", a "**sub-Clause**" or a "**Schedule**" shall, subject to any contrary indication, be construed as a reference to a Clause, sub-Clause or a Schedule in this Agreement

1 3 This Agreement is made in the English language For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail

2 PLEDGED INTERESTS

2 1 The LP Pledgor 1's (*ALBA plc & Co. KGaA*) limited partner's interests (*Kommanditanteile*) in the Company in form and substance at the date hereof (the "**LP Existing Interests 1**") correspond to a compulsory contribution (*Pflichteinlage*) in the amount of EUR 3,740,000 00 (in words Euro three million seven hundred forty thousand) The aggregate stated liable capital (*Haftsumme*) registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg amounts to EUR 490,000 00 (in words Euro four hundred ninety thousand)

The LP Pledgor 2's (*ALBA Finance plc & Co KGaA*) limited partner's interests (*Kommanditanteile*) in the Company in form and substance at the date hereof (the "**LP Existing Interests 2**") correspond to a compulsory contribution (*Pflichteinlage*) in the amount of EUR 510,000.00 (in words Euro five hundred ten thousand) The aggregate stated liable capital (*Haftsumme*) registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg amounts to EUR 510,000 00 (in words Euro five hundred ten thousand)

The LP Pledgor 3 (*Alpsee Ltd*) is a limited partner of the Company without capital contribution (*Kapitaleinlage*) in the Company (the "**LP Existing Interests 3**") The aggregate stated liable capital (*Haftsumme*) registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg amounts to EUR 100 00 (in words Euro one hundred)

The LP Pledgor 4 (*Eibsee Ltd*) is a limited partner of the Company without capital contribution (*Kapitaleinlage*) in the Company (the "**LP Existing Interests 4**" and together with LP Existing Interests 1, LP Existing Interests 2 and LP Existing Interests 3, the "**LP Existing Interests**") The aggregate stated liable capital (*Haftsumme*) registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Charlottenburg amounts to EUR 100 00 (in words Euro one hundred)

2 2 The GP Pledgor (*ALBA Group Europe plc*) is the sole general partner of the Company without capital contribution (*Kapitaleinlage*) in the Company (the "**GP Existing Interests**")

2 3 The LP Pledgor 1 is the owner of the LP Existing Interests 1, the LP Pledgor 2 is the owner of the LP Existing Interests 2, the LP Pledgor 3 is the owner of the LP Existing Interests 3, the LP Pledgor 4 is the owner of the LP Existing Interests 4 and the GP Pledgor is the owner of the GP Existing Interests

2 4 The Pledgors hereby acknowledge the pledges and their obligations created pursuant to the Existing Pledge Agreements

3 **PLEDGE**

3 1 Each Pledgor hereby pledges to each of the Pledgees its respective Interests together with all ancillary rights and claims associated with the Interests as more particularly specified in Clause 4 (each a "**Pledge**" and together the "**Pledges**")

3 2 Each of the Original Pledgees hereby accepts its Pledge for itself

3 3 The Security Agent accepts, as representative without power of attorney (*Vertreter ohne Vertretungsmacht*), the respective Pledges for and on behalf of each Future Pledgee Each Future Pledgee ratifies and confirms the declarations and acts so made by the Security Agent on its behalf by accepting

3 3 1 the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of the Secured Obligations (or part of them) from a Pledgee, or

3 3 2 the appointment to become a successor agent under the Facilities Agreement

Upon such ratification (*Genehmigung*) such Future Pledgee becomes a party to this Agreement, it being understood that any future or conditional claim (*zukunftiger oder bedingter Anspruch*) of such Future Pledgee arising under the Finance Documents (**other than** any claims under or in connection with the Restructuring Facility) shall be secured by the Pledges constituted hereunder

3 4 All parties hereby confirm that the validity of the Pledges granted hereunder shall not be affected by the Security Agent acting as representative without power of attorney for each Future Pledgee

3 5 Each Pledgor herewith authorises the Security Agent to notify on its behalf the Pledges and/or the identity of any Future Pledgee and the new pledges created pursuant to sub-Clause 3 3 above to the Company Upon request of the Security

Agent, the Pledgors shall without undue delay give such notice and provide the Security Agent with a copy thereof

3 6 The validity and effect of each of the Pledges shall be independent from the validity and the effect of the other Pledges created hereunder The Pledges to each of the Pledgees shall be separate and individual pledges ranking *pari passu* with the other Pledges created hereunder

3 7 Each of the Pledges is in addition, and without prejudice, to any other security the Pledgees may now or hereafter hold in respect of the Secured Obligations (including the Existing Pledges, and the Existing Pledges shall not be waived or otherwise impaired or affected by the Pledges constituted pursuant to this Agreement)

3 8 All parties agree that the Existing Pledge Agreements shall not in any way prejudice the creation of the Pledges under and pursuant to this Agreement, in respect of which the parties confirm their common understanding that the Pledges rank behind (*nachrangig*) the Existing Pledges

3 9 For the avoidance of doubt, the parties agree that nothing in this Agreement shall exclude a transfer of all or part of the Pledges created hereunder by operation of law upon the transfer or assignment (including by way of novation or assumption (*Vertragsubernahme*)) of all or part of the Secured Obligations by any Pledgee to a Future Pledgee

4 SCOPE OF THE PLEDGES

4 1 The Pledges constituted by this Agreement include

4 1 1 the present and future rights to receive

(a) profits payable in relation to the Interests (*Gewinnanspruch*), if any and, in particular but not limited to, any and all rights and claims arising in connection with the capital accounts (*Kapitalkonten*) (including the fixed capital account (*festes Kapitalkonto*), the loan account (*Darlehenskonto*), the reserve account (*Rucklagenkonto*) and the joint reserve account (*gesamthanderisch gebundenes Rucklagenkonto*)) and the private account (*Privatkonto*) of each Pledgor, if any (including, but not limited to, interest payable on any of these accounts);

(b) liquidation proceeds (*Liquidationserlose*), consideration for redemption (*Abfindungsanspruche*), repaid capital in case of a decrease of the stated liable capital (*Haftsumme*) or compulsory contribution (*Pflichteinlage*), any compensation in case of termination (*Kundigung*) and/or withdrawal (*Ausscheiden*) of a partner of the Company, any claim to a distribution-quote (*Auseinandersetzungsanspruch*) and all other pecuniary claims (*geldwerte Forderungen*) associated with the Interests, and

4 1 2 all other rights and benefits attributable to the Interests

4 2 Notwithstanding that the profits are pledged hereunder, each Pledgor shall be entitled to receive and retain all payments of profits in respect of the respective Interests until such time as the Pledgees are entitled to enforce the Pledges constituted hereunder

5 PURPOSE OF THE PLEDGES

The Pledges hereunder are constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations The Pledges shall also cover any future extension of the Secured Obligations and each Pledgor herewith expressly agrees that the provisions of Section 1210 para 1 sentence 2 of the German Civil Code (*Burgerliches Gesetzbuch*) shall not apply to this Agreement

6 EXERCISE OF MEMBERSHIP RIGHTS

The membership rights, including the voting rights, attached to the Interests remain with the Pledgors Each Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges exercise its membership rights, including its voting rights, in good faith to ensure that the validity and enforceability of the Pledges and the existence or value of all or part of the Interests are not in any way adversely affected, other than through profit payments pursuant to sub-Clause 4 2 above Each Pledgor undertakes that no resolutions are passed which constitute a breach of its obligations under Clause 9

7 ENFORCEMENT OF THE PLEDGES

7 1 If (i) the requirements set forth in Sections 1273 para 2, 1204 *et seq* of the German Civil Code with regard to the enforcement of any of the Pledges are met (*Pfandreife*), in particular, if any of the Secured Obligations has become due and payable, and (ii) an Event of Default has occurred and an acceleration notice under the Facilities Agreement has been served by the Agent to ALBA Group plc & Co KG, then in order to enforce the Pledges (or any of them), the Pledgees, acting through the Security Agent, may at any time thereafter avail themselves of all rights and remedies that a pledgee has against a pledgor under the laws of the Federal Republic of Germany

7 2 Notwithstanding Section 1277 of the German Civil Code, the Pledgees are entitled to exercise their rights without obtaining enforceable judgment or other instrument (*vollstreckbarer Titel*) Subject to sub-Clause 7 1, the Pledgees shall be entitled to have the Pledges enforced in any manner allowed under the laws of the Federal Republic of Germany, in particular have the Pledges sold (including at public auction)

7 3 Each Pledgor hereby expressly agrees that 5 (five) Business Days' prior written notice to the respective Pledgor of the place and time of any such sale shall be sufficient and the Pledgees, acting through the Security Agent, shall not be obliged to deliver any further notices (including, but not limited to the notices set out under Section 1234 of the German Civil Code) to any Pledgor prior to such sale The sale may take place at any place in the Federal Republic of Germany designated by the Security Agent, acting for and on behalf of the Pledgees

7 4 If the Pledgees, acting through the Security Agent, should seek to enforce the Pledges under sub-Clause 7 1 each Pledgor shall, at its own expense, render forthwith all necessary assistance in order to facilitate the prompt sale of the Interests or any part

thereof and/or the exercise by the Pledgees, acting through the Security Agent, of any other contractual or statutory right they may have as Pledgee

7 5 Following satisfaction of the requirements for enforcement under sub-Clause 7 1 all subsequent payments of profits attributable to the Interests and all payments based on similar ancillary rights attributed to the Interests may be applied by the Pledgees, acting through the Security Agent, in satisfaction in whole or in part of the Secured Obligations or treated as additional collateral

7 6 Even if the requirements for enforcement referred to under sub-Clause 7 1 above are met, the Pledgees shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Interests However, each Pledgor shall, upon occurrence of an event which allows the Pledgees to enforce the Pledges, have the obligations and the Pledgees shall have the rights set forth in sub-Clause 9 5 below regardless of which resolutions are intended to be adopted

7 7 The Pledgees acting through the Security Agent may, in their sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations Each Pledgor hereby expressly waives its right pursuant to Section 1230 sentence 2 of the German Civil Code to limit the realisation of the Pledges and pledges over the partnership interests or shares in one or more other companies to such number of pledges as are necessary to satisfy the Secured Obligations and agrees further that the Security Agent may decide to enforce the Pledges in the Company individually at separate proceedings or together with pledges over partnership interests or shares in one or more other companies at one single proceeding (*Gesamtverwertung*)

7 8 Each Pledgor hereby expressly waives all defences of revocation (*Einrede der Anfechtbarkeit*) and set-off (*Einrede der Aufrechenbarkeit*) pursuant to Sections 770, 1211 of the German Civil Code (other than any defences of set-off where the counter-claims are (i) uncontested (*unbestritten*) or (ii) based on an unappealable court decision (*rechtskraftig festgestellt*))

7 9 Each Pledgor hereby expressly waives its defences based on defences any Obligor might have against any of the Secured Obligations (*Einreden des Hauptschuldners*) pursuant to Section 1211 para 1 sentence 1 alternative 1 of the German Civil Code

7 10 If the Pledges are enforced or if any Pledgor has discharged any of the Secured Obligations (or any part of them), Section 1225 of the German Civil Code (legal subrogation of claims to a pledgor - *Forderungsubergang auf den Verpfander*) shall not apply and no rights of the Pledgees shall pass to such Pledgor by subrogation or otherwise Further, no Pledgor shall at any time before, on or after an enforcement of the Pledges and as a result of any Pledgor entering into this Agreement, be entitled to demand indemnification or compensation from the Company or any of the Company's affiliates or to assign any of these claims

8 REPRESENTATIONS AND WARRANTIES

Each Pledgor represents and warrants to each of the Pledgees by way of an independent guarantee (*selbststandiges Garantieversprechen*) that

8 1 at the date hereof the Company and the relevant Pledgor itself are validly existing,

8 2 the statements made in Clause 2 above are true and correct,

8 3 the compulsory contribution (*Pflichteinlage*) owed by each LP Pledgor under the partnership agreement and the capital contribution owed by the GP Pledgor under the partnership agreement are fully contributed and there is no obligation for a partner pursuant to the partnership agreement to make additional contributions (*keine Nachschusspflicht*),

8 4 each of the stated liable capital (*Haftsumme*) of

8 4 1 EUR 490,000 owed by LP Pledgor 1,

8 4 2 EUR 510,000 owed by the LP Pledgor 2,

8 4 3 EUR 100 owed by the LP Pledgor 3, and

8 4 4 EUR 100 owed by the LP Pledgor 4,

under the partnership agreement is fully paid in and is registered in the commercial register (*Handelsregister*) as the aggregate stated liable capital (*Haftsumme*) and has not been repaid to the relevant LP Pledgor in any way,

8 5 all facts capable of being entered into the commercial register of the Company have been entered into the commercial register, and, in particular, no partners' resolutions regarding changes to the partnership agreement of the Company have been passed which are not notified to the Security Agent (acting for itself and on behalf of the other Pledgees),

8 6 it is and will be the sole legal and beneficial owner, free from encumbrances (other than (i) the Pledges created hereunder and (ii) the Existing Pledges), of all of its Interests and has the corporate power and authority to enter into this Agreement,

8 7 all necessary authorisations to enable or entitle each Pledgor to enter into this Agreement have been obtained and are in full force and effect and will remain in full force and effect at all times during the subsistence of the security hereby construed,

8 8 there are no silent partnership agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company, and

8 9 the place from which the Company is in fact administered and where all material managerial decisions are taken (*tatsachlicher Verwaltungssitz*) is situated in the Federal Republic of Germany.

9 UNDERTAKINGS OF THE PLEDGORS

9 1 unless otherwise expressly permitted under the Facilities Agreement, not to take, or participate in, any action which results or might result in the relevant Pledgor's loss of ownership of all or part of the Interests, or any other transaction which would have the same result as a sale, transfer or other disposal of the Interests or which would for any other reason be inconsistent with the security interest of the Pledgees or the security purpose (as described in Clause 5) or defeat, impair or circumvent the rights of the Pledgees except as permitted by the Pledgees (acting through the Security Agent),

9 2 unless otherwise expressly permitted under the Facilities Agreement, not to encumber, permit to subsist, create or agree to create any other security interest or third party right in or over the Interests or other rights which are subject to the Pledges except as set out in this Agreement and save for the Existing Pledges,

9 3 to promptly effect any contributions in cash (*Bareinlage*) or kind (*Sacheinlage*) to be made in respect of the Interests,

9 4 to promptly notify the Pledgees, by notification in writing to the Security Agent, of any change in the partners, the compulsory contribution (*Pflichteinlage*) or stated liable capital (*Haftsumme*) of the Company or any encumbrance over the Interests (or part of them) In the case of any attachment (*Pfandung*) in respect of any of the Interests or any ancillary rights set out in sub-Clause 4 1, the relevant Pledgor shall promptly notify the Pledgees, by notification in writing to the Security Agent, such notice to be accompanied by any documents available to the Pledgors the Pledgees might need to defend themselves against any claim of a third party In particular, the relevant Pledgor shall promptly forward to the Security Agent a copy of the attachment order (*Pfandungsbeschluss*), any transfer order (*Uberweisungsbeschluss*) and all other documents necessary for a defence against the attachment,

9 5 to promptly inform the Pledgees, by notification in writing to the Security Agent, of all matters concerning the Company of which the relevant Pledgor is aware which might adversely affect the validity or enforceability of the security interest of the Pledgees In particular, the relevant Pledgor shall notify the Pledgees, by notification in writing to the Security Agent, forthwith of any partners' meeting at which a partners' resolution is intended to be adopted which could have an adverse effect upon the validity or enforceability of any of the Pledges Each Pledgor shall allow, following the occurrence of any of the circumstances which permit the Pledgees to enforce the Pledges constituted hereunder in accordance with Clause 7, the Pledgees or, as the case may be, their proxy or any other person designated by the Pledgees, to participate in all such partners' meetings of the Company as attendants without power to vote Subject to the provision contained in sub-Clause 11 1, the Pledgees' right to attend the partners' meeting shall lapse immediately upon complete satisfaction and discharge of the Secured Obligations In any event, as long as any of the Pledges remains in effect, the Pledgees shall receive, by the Pledgors sending the same to the Security Agent, in its capacity as agent for and on behalf of the Pledgees, a protocol of any ordinary or extraordinary partners' meeting,

9 6 unless otherwise expressly permitted under the Facilities Agreement, not to allow, without the prior written consent of the Pledgees, acting through the Security Agent, any other party to become a partner of the Company and not to defeat, impair or circumvent in any way the rights of the Pledgees created hereunder,

9 7 to refrain from any acts or omissions, the purpose or effect of which is or would be the Interests ceasing to exist,

9 8 unless otherwise expressly permitted under the Facilities Agreement, not to change the partnership agreement with a view to stipulating certain requirements for the effective transfer of the Interests in addition to the general legal requirements pursuant to German Corporate law,

9 9 unless otherwise expressly permitted under the Facilities Agreement, not to amend, or vote for any amendment of, the partnership agreement of the Company to the extent that such amendment would or would be likely to materially and adversely affect the validity or enforceability of the security interest of the Pledgees created hereunder and, in particular but without limitation, not to amend, or vote of any amendment of, the relevant provisions of the partnership agreement relating to the distribution of profits and other pecuniary claims attributed to the Interests, the capital accounts and private accounts (*Kapitalkonten und Privatkonten*) without the prior written consent of the Pledgees, acting through the Security Agent,

9 10 insofar as additional declarations or actions are necessary for the creation of the Pledges (or any of them) in favour of the Pledgees (or any of them), the relevant Pledgor shall at the Security Agent's request make such declarations and undertake such actions at the relevant Pledgor's costs and expenses,

9 11 upon reasonable request of the Security Agent the Pledgors shall confirm or re-execute, if required in notarial form, on the same terms as contained herein and at their costs and expenses the Pledges created hereunder in order to ensure that any Future Pledgee shall receive the benefit of such Pledges, and

9 12 to deliver to the Security Agent within one month after the effective date of the Restructuring Amendment Agreement has occurred a certified (*beglaubigt*) power of attorney of each Pledgor in the form attached in Schedule 4 (*Power of Attorney*) hereto The Security Agent hereby expressly undertakes to only make use of this power of attorney following and in connection with an enforcement of the Pledges pursuant to Clause 7 (*Enforcement of the Pledges*), and further **provided that**

9 12 1 the Security Agent has sent a request (such as by way of fax or electronic photocopy (pdf, tif, etc) attached to an e-mail) to the GP Pledgor and the relevant LP Pledgor to provide the Security Agent with an affirmation that no compensation has been granted by the Company to such LP Pledgor (*negative Abfindungsversicherung*) and, the GP Pledgor and the relevant LP Pledgor have

(a) not complied with such request within 5 (five) Business Days of receipt, or

(b) complied with such request within 5 (five) Business Days of receipt, in which case any applications for the registration of the change of such LP Pledgor shall only be made with the presentation of such negative compensation confirmation (*negative Abfindungsversicherung*),

<u>and</u>

9 12 2 the Security Agent has sent a request (such as by way of fax or electronic photocopy (pdf, tif, etc) attached to an e-mail) to the Pledgors to apply to the relevant commercial register (*Handelsregister*) for the de-registration of the relevant Pledgor as limited partner (*Kommanditist*) and/or as general partner (*Komplementar*), as applicable, and, the registration of the relevant new limited partner (*Kommanditist*) and/or new general partner (*Komplementar*) (as named by the Security Agent in such request) and the relevant Pledgor has not

provided any proof (satisfactory to the Security Agent) that it has complied with such request within 5 (five) Business Days of receipt of such request.

9 13 Nothing in this Clause 9 shall affect, or shall be construed as affecting, the right of any Pledgor to fulfil any of its obligations to assist in the enforcement of any of the Existing Pledges under the Existing Pledge Agreements

10 INDEMNITY

None of the Pledgees nor the Security Agent shall be liable for any loss or damage suffered by any Pledgor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of such Pledgee or the Security Agent

11 DURATION AND INDEPENDENCE

11 1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations The Pledges shall not cease to exist, if any Obligors under the Finance Documents have only temporarily discharged the Secured Obligations For the avoidance of doubt, any waivers (and disapplication of certain provisions of law) agreed pursuant to the provisions of this Agreement shall not be affected by a termination of this Agreement

11 2 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Finance Documents or in any document or agreement related to any of the Finance Documents shall affect the validity or the scope of this Agreement nor the obligations which are imposed on each Pledgor pursuant to it

11 3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgees or the Security Agent None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement

11 4 Waiving Section 418 of the German Civil Code, each Pledgor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party

12 RELEASE OF PLEDGE (*PFANDFREIGABE*)

12 1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Pledgees will promptly (*unverzuglich*) declare the release of the Pledges (*Pfandfreigabe*) to each Pledgor as a matter of record For the avoidance of doubt, the parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorietat*) cease to exist by operation of German mandatory law

12 2 At any time when the total value of the aggregate security granted by the relevant Pledgor and any of the other Obligors to secure the Secured Obligations (the "**Security**"), which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*), more than temporarily exceeds 110% of the Secured Obligations (the "**Limit**"), the Pledgees shall promptly (*unverzuglich*) on demand of the relevant Pledgor release such part of the Security

(*Sicherheitenfreigabe*) as the Pledgees may in their reasonable discretion determine so as to reduce the realisable value of the Security to the Limit

13 PARTIAL INVALIDITY; WAIVER

13.1 The parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any party having to argue (*darlegen*) and prove (*beweisen*) the parties' intent to uphold this Agreement even without the void, invalid or ineffective provisions

13 2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of the conclusion of this Agreement

13 3 No failure to exercise, nor any delay in exercising, on the part of the Pledgees, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law

13 4 In particular, the Pledges shall not be affected and shall in any event extend to any and all interests in the Company even if the nominal value of the Existing Interests or the aggregate stated liable capital (*Haftsumme*) of the Company as stated in Clause 2 are inaccurate or deviate from the actual facts

14 AMENDMENTS

Changes and amendments to this Agreement including this Clause 14 shall be made in writing, unless notarial form by operation of law is required

15 NOTICES AND THEIR LANGUAGE

15 1 All notices and communications under or in connection with this Agreement shall be in writing and shall be delivered by letter, posted or delivered by hand, or fax Each notice or communication shall be given to the relevant party at the address or fax number and marked for the attention of the person(s) or department from time to time specified in writing by that party to the other The initial address, fax number and person(s) or department so specified by each party are set out below

For the GP Pledgor **ALBA Group Europe plc**

Address c/o ALBA Group plc & Co KG
Knesebeckstraße 56-58
10719 Berlin
Germany

Fax +49 (0)30 35182 497

Email sonja brei@albagroup de

		kurt preussner@albagroup de
	Attention	Sonja Brei and Kurt Preussner
For LP Pledgor 1	**ALBA plc & Co. KGaA**, address and attention as for the GP Pledgor	
For LP Pledgor 2	**ALBA Finance plc & Co. KG**, address and attention as for the GP Pledgor	
For LP Pledgor 3	**Alpsee Ltd.**, address and attention as for the GP Pledgor	
For LP Pledgor 4	**Eibsee Ltd.**, address and attention as for the GP Pledgor	
For the Pledgees to the Security Agent	**UniCredit Luxembourg S.A.**	
	Address	8-10, rue Jean Monnet L-2180 Luxembourg
	Fax	+352 4272 4547
	Attention	Katja Kruger
	Email	Katja Krueger@unicredit lu

15 2 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English In the event of any conflict between the English text and the text in any other language, the English text shall prevail

16 APPLICABLE LAW, JURISDICTION

16 1 This Agreement is governed by the laws of the Federal Republic of Germany

16 2 The place of jurisdiction for any and all disputes arising under or in connection with this Agreement shall be the courts in Frankfurt am Main The Pledgees however, shall also be entitled to take action against each Pledgor in any other court of competent jurisdiction Further, the taking of proceedings against any Pledgor in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law

17 APPROVAL AND NOTIFICATION OF PLEDGES

17 1 The Pledgors as the sole partners of Company hereby approve the pledges over the Interests and over any and all ancillary rights and claims associated with the Interests (as more particularly specified in Clause 4) and consent to a sale and transfer of the Interests and any and all ancillary rights associated with the Interests (as more particularly specified in Clause 4) upon the enforcement of the Pledges

17 2 The Pledgors hereby notify the Company of the Pledges constituted hereunder

17 3 The Company acknowledges notice of the Pledges by counter-signing this Agreement

18 CONCLUSION OF THIS AGREEMENT (*VERTRAGSSCHLUSS*)

18 1 The parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by any means of telecommunication (*telekommunikative Ubermittlung*) such as by way of fax or electronic photocopy (pdf , tif , etc) to an e-mail

18 2 If the parties to this Agreement choose to conclude this Agreement pursuant to sub-Clause 18 1 above, they will transmit the signed signature page(s) of this Agreement to Clifford Chance, attention to Anne Crayen (anne crayen@cliffordchance com) or Alexander Hansen Díaz (alexander hansendiaz@cliffordchance com) (each a "**Recipient**") The Agreement will be considered concluded once a Recipient has actually received the signed signature page(s) (*Zugang der Unterschriftsseite(n)*) from all parties to this Agreement (whether by way of fax, electronic photocopy or other means of telecommunication) and at the time of the receipt of the last outstanding signature page(s)

18 3 For the purposes of this Clause 18 only, the parties to this Agreement appoint each Recipient individually as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) each Recipient to collect the signed signature page(s) from all and for all parties to this Agreement For the avoidance of doubt, each Recipient will have no further duties connected with its position as Recipient In particular, each Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories

SCHEDULE 1
List of Current Lenders

1 Bank of China Limited Zweigniederlassung Frankfurt am Main
Bockenheimer Landstr. 24
60323 Frankfurt am Main
Germany

2 Commerzbank Aktiengesellschaft
Großkundencenter Region Ost
Potsdamer Straße 125
10783 Berlin
Germany

3 Deutsche Bank AG Filiale Deutschlandgeschaft
Unter den Linden 13-15
10117 Berlin
Germany

4 Deutsche Bank Luxembourg S A
International Loans & Agency Services
2, Boulevard Konrad Adenauer
L-1115 Luxembourg

5 Deutsche Postbank AG Zweigniederlassung Luxemburg (formerly Deutsche Postbank International S A., Luxembourg)
PB Finance Center
Parc d'Activité
18-20, rue Gabriel Lippmann
L-5365 Munsbach

6 DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Platz der Republik
60265 Frankfurt am Main
Germany

7 HSH Nordbank AG
Gerhart-Hauptmann-Platz 50
20095 Hamburg
Germany

8 IKB Deutsche Industriebank AG
Wilhelm-Botzkes-Straße 1
40474 Dusseldorf
Germany

9. Investitionsbank Berlin
Bundesallee 210
10719 Berlin
Germany

10 Landesbank Hessen-Thuringen Girozentrale
MAIN TOWER
Neue Mainzer Landstr 52-58
60311 Frankfurt am Main
Germany

11 SEB AG
Stephanstraße 14-16
60313 Frankfurt am Main
Germany

12 UniCredit Bank AG
Arabellastr 14
81925 Munchen
Germany

13 UniCredit Luxembourg S A
8-10, rue Jean Monnet
2180 Luxembourg
Luxembourg

SCHEDULE 2
The Existing Guarantors

	Name of Guarantor	Registration number (or equivalent, if any)	Guarantor can exempt from the restrictions of Section 181 BGB
	Belgium		
1	INDO China Europe BVBA	Company No 0863 140 246	n/a
	England		
2	ALBA Group Europe plc (Parent Obligor)	Company No 07468014	n/a
3	Alpsee Ltd (Parent Obligor)	Company No 07462733	n/a
4	Eibsee Ltd (Parent Obligor)	Company No 07462758	n/a
	Germany		
5	ALBA 2 Energy GmbH	Local court Charlottenburg HRB 105278 B	+
6	ALBA Baustoffrecycling Nord GmbH	Local court Rostock HRB 3112	+
7	ALBA Berlin GmbH	Local court Charlottenburg HRB 84334 B	+
8	ALBA Braunschweig GmbH	Local court Braunschweig HRB 5206	+
9	ALBA Cottbus GmbH	Local court Cottbus HRB 554 CB	+
10	ALBA Facility Solutions GmbH (formerly ALBA Consulting GmbH) (also in its capacity as legal successor of ALBA Facility Solutions GmbH, local court Charlottenburg HRB 98235 B which has been merged into ALBA Consulting GmbH, the latter	Local court Charlottenburg HRB 83280 B	+

	being the surviving entity)		
11	ALBA Finance plc & Co KGaA (Parent Obligor)	Local court Charlottenburg HRB 135295 B	+
12	ALBA Group plc & Co KG (the Company)	Local court Charlottenburg HRA 36525 B	+
13	ALBA International Holding GmbH (formerly ALBA CEE GmbH)	Local court Charlottenburg HRB 117926 B	
14	ALBA Lausitz GmbH	Local court Cottbus HRB 921 CB	+
15	ALBA Leipzig GmbH	Local court Leipzig HRB 1360	+
16	ALBA Niedersachsen-Anhalt GmbH	Local court Braunschweig HRB 203999 (previously local court Stendal, HRB 111924)	+
17	ALBA Nord GmbH	Local court Schwerin HRB 558	+
18	ALBA Nordbaden GmbH	Local court Mannheim HRB 102974	+
19	ALBA plc & Co KGaA (Parent Obligor)	Local court Charlottenburg HRB 132559 B	Only with respect to § 181 2nd alternative
20	ALBA Recycling GmbH	Local court Charlottenburg HRB 100147 B	+
21	ALBA Electronics Recycling GmbH (formerly ALBA R-plus GmbH)	Local court Stuttgart HRB 100989	+
22	ALBA Sachsen GmbH	Local court Leipzig HRB 8433	+
23	ALBA Sud GmbH (formerly ALBA Schwarzwald GmbH, in which ALBA Oberschwaben GmbH & Co KG (formerly ALBA Oberschwaben Limited & Co KG) has been merged)	Local court Ulm HRB 731199	+

24	ALBA SE	Local court Cologne HRB 64052	+
25	ALBA Services GmbH & Co KG	Local court Charlottenburg HRA 31462 B	+
26	ALBA Stuttgart GmbH	Local court Stuttgart HRB 263740	+
27	ALBA Sud Grundstucksverwaltungs-plc & Co KG	Local court Stuttgart HRA 722979	+
28	ALBA Heilbronn-Franken GmbH & Co KG (formerly ALBA Sud GmbH & Co KG and before that ALBA Sud Limited & Co KG in which another entity named ALBA Heilbronn-Franken GmbH & Co KG had been merged)	Local court Stuttgart HRA 723639	+
29	ALBA Wertstoffmanagement GmbH	Local court Charlottenburg HRB 121577 B	+
30	INTERSEROH Dienstleistungs GmbH	Local court Cologne HRB 23522	+
31	INTERSEROH Evert Heeren GmbH	Local court Aurich HRB 110710	+
32	ALBA Metall Sud Franken GmbH (formerly INTERSEROH Franken Rohstoff GmbH)	Local court Schweinfurt HRB 4430	+
33	INTERSEROH Management GmbH	Local court Cologne HRB 66663	+
34	ALBA Metall Nord GmbH (formerly ALBA Metall Ost GmbH and before that INTERSEROH Metallaufbereitung Ost GmbH, INTERSEROH Jade-Stahl has been merged into ALBA Metall Nord GmbH)	Local court Rostock HRB 181	+
35	INTERSEROH Pfand-System GmbH	Local court Cologne HRB 39836	+
36	INTERSEROH Pool-System GmbH	Local court Cologne HRB 60096	+
37	ALBA Metall Sud GmbH (formerly INTERSEROH Rhein-Neckar Rohstoff GmbH) (also in its capacity as legal	Local court Mannheim HRB 335587	+

	successor of INTERSEROH BW Rohstoff und Recycling GmbH, which has been merged into ALBA Metall Sud GmbH, the latter being the surviving entity)		
38	ALBA Scrap and Metals Holding GmbH (formerly INTERSEROH Scrap and Metals Holding GmbH) (also in its capacity as legal successor of (i) INTERSEROH Hansa Rohstoffe GmbH, (ii) INTERSEROH Hansa Finance GmbH and (iii) INTERSEROH Stainless Steel GmbH, each of which has been merged into ALBA Scrap and Metals Holding GmbH, the latter being the surviving entity)	Local court Dortmund HRB 4317	+
39	ALBA Ferrous Trading GmbH (formerly INTERSEROH Scrap and Metals Trading GmbH)	Local court Frankfurt am Main HRB 98113 (previously local court Cologne, HRB 51036)	+
40	INTERSEROH SEROG GmbH	Local court Saarbrucken HRB 15556	+
41	RDB plastics GmbH	Local court Kiel HRB 12402 KI	+
42	ALBA Metall Sud Rhein-Main GmbH (formerly Wagner Rohstoffe GmbH)	Local court Frankfurt am Main HRB 50373	+
	The Netherlands		
43	ALBA Scrap Trading B V	Dutch Trade Register No 02037904	+

SCHEDULE 4
Power of Attorney

[1][*Letterhead of the relevant Pledgor*]

Vollmacht

Die unterzeichnende [*Name and address details of the Pledgor*] (die "**Vollmachtgeberin**") bevollmächtigt hiermit

UniCredit Luxembourg S.A. geschäftsansässig 8-10, rue Jean Monnet, L-2180 Luxemburg (die "**Bevollmächtigte**")

1 Das Ausscheiden der ALBA plc & Co KGaA als Kommanditistin der ALBA Group plc & Co KG für den Fall der Verwertung des durch den (i) Verpfändungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfändungsvertrag vom [•] März 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

2 Das Ausscheiden der ALBA Finance plc & Co KGaA als Kommanditistin der ALBA Group plc & Co KG für den Fall der Verwertung des durch den (i) Verpfändungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfändungsvertrag vom [•] März 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

3 Das Ausscheiden der Alpsee Ltd als Kommanditistin der ALBA Group plc & Co KG für den Fall der Verwertung des durch den (i) Verpfändungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfändungsvertrag vom [•] März 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

4 Das Ausscheiden der Eibsee Ltd als Kommanditistin der ALBA Group plc & Co KG für den Fall der Verwertung des durch den (i) Verpfändungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfändungsvertrag vom [•] März 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

5 Das Ausscheiden der ALBA Group Europe plc als Komplementarin der ALBA Group plc & Co KG für den Fall der Verwertung des durch den (i) Verpfändungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfandungsvertrag vom [•] März 2015 an den

[1] Separate powers of attorney by each Pledgor or one executed by all Pledgors

Komplementaranteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

6 Den Eintritt der neuen Kommanditisten bzw Komplementarin für den Fall der Verwertung des durch den Verpfändungsvertrag vom [●] 2012 an den Komplementar- und Kommanditanteilen der ALBA Group plc & Co KG bestellten Pfandrechte zum Handelsregister anzumelden

7 Untervollmachten, gegebenenfalls unter Befreiung von den Beschrankungen des § 181 BGB, zu erteilen

Diese Vollmacht ist unwiderruflich Die Bevollmachtigte ist von den Beschrankungen des § 181 BGB befreit

Ort, Datum	Unterschrift Geschaftsführer
Ort, Datum	Unterschrift Geschaftsführer

[2]Unterschriftsbeglaubigung durch den Notar:

Auf Befragen erklarte[n] [der]/[die] Erschienene[n], dass eine Vorbefassung im Sinne von § 3 Abs 1 Nr 7 des Beurkundungsgesetzes [nicht gegeben sei]/[zwar gegeben, aber im Auftrag aller Urkundsbeteiligten erfolgt sei]	In response to questioning, the person[s] appearing declared that [there was no prior involvement as defined in section 3 para 1 no 7 Notarisation Act (*Beurkundungsgesetz*) /[even though there was prior involvement as defined in section 3 para 1 no 7 Notarisation Act (*Beurkundungsgesetz*) this was the case at the request of all parties]
Die vorstehende, heute vor mir geleistete Unterschrift	I certify the foregoing signature, executed in my presence today,
[1] [des]/[der] [Herrn]/[Frau] [*vollstandiger Name*], geb am [*Geburtsdatum*], wohnhaft in [*Wohnort*], ausgewiesen durch gultigen [Personalausweis]/[Reisepass]/[dem Notar von Person bekannt],	[1] of [Mr]/[Ms] [*full name*], born on [*date of birth*], resident at [*place of residence*], identified by submission of his/her valid [identity card]/[passport]/[personally known to the notary],
[2 [des]/[der] [Herrn]/[Frau] [*vollstandiger Name*], geb am [*Geburtsdatum*], wohnhaft in	[2 of [Mr]/[Ms] [*full name*], born on [*date of birth*], resident at [*place of residence*],

[2] To be apostilled to the extent certified by non-German notary

[*Wohnort*], ausgewiesen durch gultigen [Personalausweis]/[Reisepass]/[dem Notar von Person bekannt,]	identified by submission of his/her valid [identity card]/[passport]/[personally known to the notary]
[•]	[•]
beglaubige ich	
[Ggf Einfügen der passenden Vertretungsbescheinigung im Sinne des § 21 Abs 1 Nr 1 BNotO]	[If applicable, insertion of the appropriate statement regarding the power of representation]

[*Ort/Place*], den/this [•] day of [•] 2015

[*Name Notar/notary*]

Notar/Notary

Anlage beglaubigter Handelsregisterauszug

SIGNATURE PAGES

This **Further Junior Partnership Interest Pledge Agreement** has been entered into on the date stated at the beginning by

ALBA plc & Co. KGaA

as LP Pledgor 1

By [redacted] By [redacted]

Name Martin Werner
Title: Authorised Signatory

Name Kurt Preussner
Title Authorised Signatory

ALBA Finance plc & Co. KGaA

as LP Pledgor 2

By [redacted] By [redacted]

Name: Martin Werner
Title Authorised Signatory

Name Kurt Preussner
Title Authorised Signatory

Alpsee Ltd.

as LP Pledgor 3

By [redacted] By [redacted]

Name. Martin Werner
Title Authorised Signatory

Name Kurt Preussner
Title Authorised Signatory

Eibsee Ltd.

as LP Pledgor 4

By [redacted] By [redacted]

Name Martin Werner
Title Authorised Signatory

Name Kurt Preussner
Title Authorised Signatory

ALBA Group Europe plc

as GP Pledgor

By [redacted] By [redacted]

Name Martin Werner
Title Authorised Signatory

Name Kurt Preussner
Title Authorised Signatory

SUPPLIED TO BRIGITTE REICHERT, UNICREDIT LUXEMBOURG S A ON 27 MAR 15 01 02 21 GMT

UniCredi[redacted]

as Origina

By [redacted]

Name Holger Moller
Title

Name Brigitte Reichert
Title

Bank of China Limited Zweigniederlassung Frankfurt am Main

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Commerzbank Aktiengesellschaft

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Deutsche Bank AG Filiale Deutschlandgeschäft

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SUPPLIED TO BRIGITTE REICHERT, UNICREDIT LUXEMBOURG S A ON 27 MAR 15 01 02 21 GMT

UniCredit Luxembourg S.A.

as Original Pledgee and Security Agent

By _____ _____

Name Name
Title Title

Bank of China Limited Zweigniederlassung Frankfurt am Main

as Original Pledgee [redacted]

By _____ [redacted]

Name Fang Wang Name **Bernd MEIST**
Title Vice President Title Vice President

Commerzbank Aktiengesellschaft

as Original Pledgee

By _____ _____

Name Name
Title Title

Deutsche Bank AG Filiale Deutschlandgeschäft

as Original Pledgee

By _____ _____

Name Name
Title Title

SUPPLIED TO SVEN PLASS, BANK OF CHINA ON 27 MAR 15 09 36 11 GMT

UniCredit Luxembourg S.A.

as Original Pledgee and Security Agent

By _____ _____

Name
Title.

Name
Title

Bank of China Limited Zweigniederlassung Frankfurt am Main

as Original Pledgee

By _____ _____

Name
Title

Name.
Title

Commerzbank Aktie[redacted]

as Original Pledgee

By _____

Name Uve Behr
Title Dir.

[redacted]

Name Gerhard Mathieu
Title Dir

Deutsche Bank AG Filiale Deutschlandgeschäft

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SUPPLIED TO JOERG PINTASKE, DEUTSCHE BANK ON 27 MAR 15 07 05:41 GMT

UniCredit Luxembourg S.A.

as Original Pledgee and Security Agent

By _____ _____

Name: Name:
Title Title

Bank of China Limited Zweigniederlassung Frankfurt am Main

as Original Pledgee

By _____ _____

Name Name
Title Title

Commerzbank Aktiengesellschaft

as Original Pledgee

By _____ _____

Name Name.
Title: Title

Deutsche Bank AG Filiale Deutschlandgeschäft

as Original [redacted]

By [redacted] [redacted]

Name: Ange Name. Joerg Pintaske
Title AVP Title Vice President

SUPPLIED TO JOERG PINTASKE, DEUTSCHE BANK ON 27 MAR 15 07:05 41 GMT

SUPPLIED TO ALEXEY ALERT, DEUTSCHE BANK ON 27 MAR 15 09 59 12 GMT

Deutsche Bank Luxembourg S.A.

as Original Pledgee [redacted]

By _____ [redacted] _____

Name C KOCH
Title

Name A. ALERT
Title

Deutsche Postbank AG Zweigniederlassung Luxemburg

as Original Pledgee

By _____ _____

Name
Title

Name
Title

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

as Original Pledgee

By _____ _____

Name
Title

Name
Title

HSH Nordbank AG

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SUPPLIED TO ALEXEY ALERT, DEUTSCHE BANK ON 27 MAR 15 09 59 12 GMT

Deutsche Bank Luxembourg S.A.

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Deutsche Postbank AG Zweigniederlassung Luxemburg

as Original [redacted]

By _____ _____

Name
Title Anja Demmeler

Name
Title Antonio Maritato

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

as Original Pledgee

By. _____ _____

Name
Title.

Name.
Title

HSH Nordbank AG

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SUPPLIED TO FINANCE, DEUTSCHE POSTBANK ON 26 MAR 15 05 23 19 GMT

Deutsche Bank Luxembourg S.A.

as Original Pledgee

By. _____ _____

Name. Name
Title Title.

Deutsche Postbank AG Zweigniederlassung Luxemburg

as Original Pledgee

By. _____ _____

Name Name.
Title· Title

DZ BANK AG Deu[redacted]ssenschaftsbank, Frankfurt am Main

as Original Pledgee [redacted]

By _____ [redacted]

Name Ronald Ditten Name CARLOS BAU
Title· Title.

HSH Nordbank AG

as Original Pledgee

By _____ _____

Name· Name.
Title· Title

SUPPLIED TO WERNER FELDMANN, HSH NORDBANK ON 26 MAR 15 05 37·41 GMT

Deutsche Bank Luxembourg S.A.

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Deutsche Postbank AG Zweigniederlassung Luxemburg

as Original Pledgee

By _____ _____

Name
Title

Name
Title

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main

as Original Pledgee

By _____ _____

Name
Title

Name
Title

HSH Nordbank AG

as Origina[redacted]

By _____ _____

Name T. Kalms
Title Abteilungsdirektor

Name FELDMANN
Title DIREKTOR

SUPPLIED TO WERNER FELDMANN, HSH NORDBANK ON 26 MAR 15 05:37 41 GMT

IKB Deutsche Industriebank AG

as Original P[redacted]

By _____ _____

Name Hornbostel
Title Direktor

Name [redacted]
Title Prokurist

Investitionsbank Berlin

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Landesbank Hessen-Thuringen Girozentrale

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SEB AG

as Original Pledgee

By _____ _____

Name
Title

Name
Title

IKB Deutsche Industriebank AG

as Original Pledgee

By: _____ _____

Name
Title.

Name
Title

Investitionsbank Berlin

as Original Pledg[redacted]

By _____ [redacted]

Name Christian Sauter
Title:

Name Sven Hoffmann
Title

Landesbank Hessen-Thuringen Girozentrale

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SEB AG

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SUPPLIED TO MICAELA DUENKEL, HELABA (LANDESBANK HESSEN-TH?RINGEN) ON 26 MAR 15 05.29 45 GMT

IKB Deutsche Industriebank AG

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Investitionsbank Berlin

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Landesbank Hessen-Thuringen Girozentrale

as Original Pledgee [redacted]

By _____ [redacted]

Name Michels
Title Stellvertr. Abt.-Direktor

Name Dünkel
Title Bankprokurist

SEB AG

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SUPPLIED TO MICAELA DUENKEL, HELABA (LANDESBANK HESSEN-TH?RINGEN) ON 26 MAR 15 05 29 45 GMT

SUPPLIED TO CHRISTIANE VOLZ, CORPORATES ON 27 MAR 15 08 16 57 GMT

IKB Deutsche Industriebank AG

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Investitionsbank Berlin

as Original Pledgee

By _____ _____

Name
Title

Name
Title

Landesbank Hessen-Thuringen Girozentrale

as Original Pledgee

By _____ _____

Name
Title

Name
Title

SEB AG

as Original Pledgee [redacted]

By _____ [redacted]

Name Thomas Killat
Title Überlegungsdirektor

Name Christiane Volz
Title Account Manager

SUPPLIED TO CHRISTIANE VOLZ, CORPORATES ON 27 MAR 15 08 16 57 GMT

UniCredit Bank AG

as Original [redacted]

By

Name Ann-Kristin Ulrich
Title Director

[redacted]

Name Heinrich Schmid
Title Director

Acknowledged and agreed

ALBA Group plc & Co. KG
(represented by the GP Pledgor as its general partner)

By [redacted] [redacted]

Name Martin Werner
Title. Authorised Signatory

Name· Kurt Preussner
Title Authorised Signatory

Certified Translation

SCHEDULE 4

Power of Attorney

[1] *[Letterhead of the relevant Pledgor]*

Power of Attorney

The undersigned [*name and address of the Pledgor*] (the "**Principal**") hereby gives power of attorney to

UniCredit Luxembourg S.A., business address: 8-10, rue Jean Monnet, L-2180 Luxembourg (the "**Agent**")

1 to apply for registration in the commercial register (*Handelsregister*) of the withdrawal of ALBA plc & Co KGaA as limited partner (*Kommanditistin*) of ALBA Group plc & Co KG in the event of enforcement of the Pledge created under (i) the Pledge Agreement of 26 October 2012 and/or (ii) the Pledge Agreement of [•] March 2015 on the limited partner interests in ALBA Group plc & Co KG

2 to apply for registration in the commercial register of the withdrawal of ALBA Finance plc & Co KGaA as limited partner of ALBA Group plc & Co KG in the event of enforcement of the Pledge created under (i) the Pledge Agreement of 26 October 2012 and/or (ii) the Pledge Agreement of [•] March 2015 on the limited partner interests in ALBA Group plc & Co KG

3 to apply for registration in the commercial register of the withdrawal of Alpsee Ltd as limited partner of ALBA Group plc & Co KG in the event of enforcement of the Pledge created under (i) the Pledge Agreement of 26 October 2012 and/or (ii) the Pledge Agreement of [•] March 2015 on the limited partner interests in ALBA Group plc & Co KG

4 to apply for registration in the commercial register of the withdrawal of Eibsee Ltd as limited partner of ALBA Group plc & Co KG in the event of enforcement of the Pledge created under (i) the Pledge Agreement of 26 October 2012 and/or (ii) the Pledge Agreement of [•] March 2015 on the limited partner interests in ALBA Group plc & Co KG

5 to apply for registration in the commercial register of the withdrawal of ALBA Group Europe plc as or general partner (*Komplementarin*) of ALBA Group plc & Co KG in the event of enforcement of the Pledge created under (i) the Pledge Agreement of 26 October 2012 and/or (ii) the Pledge Agreement of [•] March 2015 on the limited partner interests in ALBA Group plc & Co KG

[1] Separate powers of attorney by each Pledgor or one executed by all Pledgors

6 to apply for registration in the commercial register of a new limited partner and/or general partner joining ALBA Group plc & Co KG in the event of enforcement of the Pledge created under (i) the Pledge Agreement of 26 October 2012 and/or (ii) the Pledge Agreement of [•] March 2015 on the limited and/or general partner interests in ALBA Group plc & Co KG

7 to delegate powers hereunder (*Untervollmacht erteilen*) and possibly to release any sub-agent holding such delegated powers of the restrictions provided for in sec 181 of the German Civil Code (*Burgerliches Gesetzbuch*, "**BGB**")

This Power of Attorney is irrevocable The Agent is released from the restrictions provided for in sec 181 BGB

Place, date Signature Managing Director (*Geschaftsfuhrer*)

Place, date Signature Managing Director

Certification of signature by the Notary:

(Translator's note in German and English)

Appendix certified extract from the commercial register

I certify that this is a correct translation of the enclosed Power of Attorney/*Vollmacht* in accordance with section 1105 of the Companies Act 2006

Signed

Name Hans-Joachim Bruckner
Clifford Chance Deutschland LLP
Date 31 March 2015

Allgemein vereidigter u. ermächtigter Übersetzer u. Dolmetscher der englischen Sprache für die Gerichte und Notare im Lande Hessen
H.-J. Brückner

SCHEDULE 4
Power of Attorney

[1][*Letterhead of the relevant Pledgor*]

Vollmacht

Die unterzeichnende [*Name and address details of the Pledgor*] (die "**Vollmachtgeberin**") bevollmachtigt hiermit

UniCredit Luxembourg S.A. geschäftsansässig 8-10, rue Jean Monnet, L-2180 Luxemburg (die "**Bevollmachtigte**")

1 Das Ausscheiden der ALBA plc & Co KGaA als Kommanditistin der ALBA Group plc & Co KG fur den Fall der Verwertung des durch den (i) Verpfandungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfandungsvertrag vom [•] Marz 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

2 Das Ausscheiden der ALBA Finance plc & Co KGaA als Kommanditistin der ALBA Group plc & Co KG fur den Fall der Verwertung des durch den (i) Verpfandungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfandungsvertrag vom [•] Marz 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

3 Das Ausscheiden der Alpsee Ltd als Kommanditistin der ALBA Group plc & Co KG fur den Fall der Verwertung des durch den (i) Verpfandungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfandungsvertrag vom [•] Marz 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

4 Das Ausscheiden der Eibsee Ltd als Kommanditistin der ALBA Group plc & Co KG für den Fall der Verwertung des durch den (i) Verpfandungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfandungsvertrag vom [•] Marz 2015 an den Kommanditanteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

5 Das Ausscheiden der ALBA Group Europe plc als Komplementarin der ALBA Group plc & Co KG fur den Fall der Verwertung des durch den (i) Verpfandungsvertrag vom 26 Oktober 2012 und/oder (ii) Verpfandungsvertrag vom [•] Marz 2015 an den

[1] Separate powers of attorney by each Pledgor or one executed by all Pledgors

Komplementaranteilen an der ALBA Group plc & Co KG bestellten Pfandrechts beim Handelsregister anzumelden

6 Den Eintritt der neuen Kommanditisten bzw Komplementarin fur den Fall der Verwertung des durch den Verpfandungsvertrag vom [●] 2012 an den Komplementar- und Kommanditanteilen der ALBA Group plc & Co KG bestellten Pfandrechte zum Handelsregister anzumelden

7 Untervollmachten, gegebenenfalls unter Befreiung von den Beschrankungen des § 181 BGB, zu erteilen

Diese Vollmacht ist unwiderruflich Die Bevollmachtigte ist von den Beschrankungen des § 181 BGB befreit

Ort, Datum	Unterschrift Geschaftsfuhrer
Ort, Datum	Unterschrift Geschaftsfuhrer

[2]Unterschriftsbeglaubigung durch den Notar:

Auf Befragen erklarte[n] [der]/[die] Erschienene[n], dass eine Vorbefassung im Sinne von § 3 Abs 1 Nr 7 des Beurkundungsgesetzes [nicht gegeben sei]/[zwar gegeben, aber im Auftrag aller Urkundsbeteiligten erfolgt sei]	In response to questioning, the person[s] appearing declared that [there was no prior involvement as defined in section 3 para 1 no 7 Notarisation Act (*Beurkundungsgesetz*) /[even though there was prior involvement as defined in section 3 para 1 no 7 Notarisation Act (*Beurkundungsgesetz*) this was the case at the request of all parties]
Die vorstehende, heute vor mir geleistete Unterschrift	I certify the foregoing signature, executed in my presence today,
[1] [des]/[der] [Herrn]/[Frau] [*vollstandiger Name*], geb am [*Geburtsdatum*], wohnhaft in [*Wohnort*], ausgewiesen durch gultigen [Personalausweis]/[Reisepass]/[dem Notar von Person bekannt],	[1] of [Mr]/[Ms] [*full name*], born on [*date of birth*], resident at [*place of residence*], identified by submission of his/her valid [identity card]/[passport]/[personally known to the notary],
[2 [des]/[der] [Herrn]/[Frau] [*vollstandiger Name*], geb am [*Geburtsdatum*], wohnhaft in	[2 of [Mr]/[Ms] [*full name*], born on [*date of birth*], resident at [*place of residence*],

[2] To be apostilled to the extent certified by non-German notary

[*Wohnort*], ausgewiesen durch gultigen [Personalausweis]/[Reisepass]/[dem Notar von Person bekannt,]	identified by submission of his/her valid [identity card]/[passport]/[personally known to the notary]
[•]	[•]
beglaubige ich	
[Ggf Einfugen der passenden Vertretungsbescheinigung im Sinne des § 21 Abs 1 Nr 1 BNotO]	[If applicable, insertion of the appropriate statement regarding the power of representation]

[*Ort/Place*], den/this [•] day of [•] 2015

[*Name Notar/notary*]

Notar/Notary

Anlage beglaubigter Handelsregisterauszug

Allgemeine Vereidigter u. ermächtigter Übersetze
für die Gerichte und Notare
H.-J. Brück
englische Sprache